

Exhibit 4

Citibank Lending Consultant 2005 Incentive Compensation Plan

Financial Center

Draw: \$2,000 per month non-forgivable draw

The grids below are independent of each other. The Self Sourced/Institutional Volume Payout grid includes both Self Sourced and Institutional Referral Purchase and Off-Us Refi transactions.

Self Sourced/Institutional Volume Payout	\$0 - \$1,499,999	\$1,500,000 - \$2,999,999	\$3,000,000 - \$4,999,999	\$5,000,000+
	bps	bps	bps	bps
	.0040	.0050	.0060	On all first mtg production (including on-us refs): .0065

On-Us Refinances (not included in tier volume except in top tier)	bps
	.0040

Additional Bonus Payouts:

o CRA/LMI: Additional 15bps over grid payout(1)

(1) Company must receive CRA/LMI credit to qualify. See Administration Guidelines for qualification criteria

o Telesales Referral: LC will receive 10 bps for each Referral referred to the Telesales unit that closes. (Loans will be included when calculating total closed monthly volume payout tiers but will not be included in tier payout)

o 2nd Mortgages: (not included in volume tiers)

HELOCs p1 - 40bps on the initial Draw Amount plus 10bps on the Line Amount
FRHELS and Fixed Seconds - 40bps on the Loan Amount
Payouts are not dependent on Source of loan

(3) LC must enter the H Note into system before the 1st Mortgage Close Date in order to receive compensation for a combo HELOC.

o CitiMortgage Advantage Program: LC will receive 10 bps on closed loan; production from the assigned CMI Benefit Company for 3 years from Benefit Company sign-up (loans will not be included when calculating total closed monthly payout tiers)

o Home Rebate Card: LC will receive \$25 per card sold

o Checking Account: LC will receive \$35 per account sold

o CitiGold: LC will receive \$50 per CitiGold account sold

o Commercial Real Estate: LC will receive 7.5 bps up to maximum of \$750

o Home Insurance: LC will receive \$25 per application taken

Note: All CRA/LMI loans (excluding loans referred to Telesales) <\$45,455 qualify for a minimum payout of \$250.00. All CRA/LMI loans (excluding loans referred to Telesales) >=\$45,455 qualify for a minimum payout of \$500.00. All additional bonus payouts are included in the minimum calculation.

Example: LC closes \$1,500,000 in non on-us volume for the month of which 1 loan was a \$35,000 CRA/LMI loan. Compensation on the loan would be as follows:

\$35,000 @ 50bps + \$35,000 @ 15bps = \$227.50

Total Compensation = \$250.00, Loan would qualify for the \$250.00 minimum payout.

Lending Consultant's concessions will be deducted directly from monthly compensation. Refer to Concessions Policy.

Monthly Payout Example:

FCLC closes \$1,000,000 direct volume for the month. Also, 2 Teles.refis, 1 Fixed 2nd, 2 combo Helocs and 1 CitiGold referral closed. One \$100,000 combo Heloc had no "H" note & one \$100,000 combo Heloc was fully drawn at close with the LC's "H" note. Qualified top tier volume is \$1,510,000 including Purchase, SS, Telesales referrals.			
Calculation:			
Purchase/SS non CRA	\$755,000 x .0050 =		\$3,775.00
Purchase/SS CRA	\$255,000 x .0065 =		1,657.50
Telesales referrals	\$500,000 x .0010 =		500.00
On-Us Refi non CRA	\$35,000 x .0040 =		140.00
On-Us Refi CRA	\$35,000 x .0055 = \$192.50		250.00
FRHEL	\$250,000 x .0040 =		1,000.00
Combo HELOC (1 w/ no "H" note)	\$100,000 x .000 = 0		500.00
CitiGold accounts adjustment	2 x \$50		100.00
Concessions			(550.00)
Total Incentive Compensation:			\$7,372.50
Monthly Draw (commissions already paid)			(2,000.00)
Month end Incentive amount paid:			\$5,372.50

Performance Standards:

1. Performance management may be initiated for results that do not meet the minimum standards requirement of four (4) registrations per month during first 120 days of employment, and five (5) closed loans per month after 120 days. Performance management will be initiated if the Lending Consultant's non-forgivable deficit balance exceeds \$3,000 at the end of any one month.

2. BPM - must have two (2) referred products per month to the Financial Center including Checking Accounts, Deposit Accounts, CitiPro, Combo HELOC's, Stand Alone HELOC's, Insurance and Investments.

3. Performance Standards must be met to receive the T&E reimbursement up to \$250 monthly maximum; monitored by Area Manager

CitiMortgage reserves the right to alter, amend, suspend, revise, Interpret or discontinue the Plan at any time, in whole or in part, in its sole and exclusive discretion.

I acknowledge receipt of the 2005 Incentive Compensation Plan and understand its terms and conditions.

This plan is effective January 1, 2005. All loans closed after the effective date will be paid according to the plan outlined above.

Signature/Date _____

Print NAME _____

CitiMortgage, Inc.
2005 Sales Representative Incentive Compensation Plan

2005 Incentive Compensation Plan ("Plan") materials include the following:

2005 Incentive Compensation Plan (1 page attached)

Incentive Compensation Plan Document and Administration Guidelines (4 pages attached)

This Plan is effective January 1, 2005.

I acknowledge receipt of the Plan materials identified above and understand the terms and conditions of the Plan. Sign this form along with the compensation grid and return to your immediate supervisor.

Name (please print)

Title

Signature

Date

CitiMortgage, Inc.
2005
Sales Representative
Incentive Compensation Plan Document and
Administration Guidelines

I. Introduction

This document and the related ICP form (defined below) outline the operation, guidelines, and administration of the 2005 Sales Representative Incentive Compensation Plan (the "Plan"). The Plan supersedes all prior incentive and commission programs and any related communications.

II. Objective

The Plan provides an incentive opportunity for meeting key business targets.

III. Eligibility

All Sales Representatives are eligible to participate in his/her designated Plan. Sales Representatives eligible for the Plan will not be eligible for an IPA (Individual Performance Award) or merit increase. Sales Representatives are eligible for Stock Options based on performance at the discretion of the Senior Management.

IV. Administration

The Plan will be administered jointly by Compensation & MIS and Human Resources. The Plan will periodically be reviewed in light of changing business circumstances. In such event, volume goals, production targets or other features or provisions of the Plan will be adjusted and communicated accordingly. Changes will normally be communicated thirty (30) days prior to implementation.

V. Plan Components

The Plan provides an incentive compensation opportunity as described in the 2005 Incentive Compensation Plan form distributed by CitiMortgage management (the "ICP form"). Any incentive compensation will typically be paid up to forty-five (45) days after the end of the designated period.

Sales Representatives will be eligible to receive incentive compensation for a loan only when a loan is fully executed and funded and reaches its "Close Date", defined below.

VI. Additional Provisions

Performance Management: Performance Management may be initiated at the discretion of management. Sales Representative performance that falls consistently below the target ranges for performance and production will result in the corrective action process. In addition, Sales Representative performance related issues other than the Performance Standards set forth on the ICP form might also result in corrective action. These include but are not limited to misconduct, attendance issues, regulatory and compliance violations, customer service related issues as well as issues related to product knowledge, comprehension and application.

Termination: In the case of voluntary termination, the Sales Representative will only be eligible to receive incentive compensation for personal volume (if applicable) on loans that were fully credit-approved by the Sales Representative's termination date and that close within thirty (30) days of the Sales Representative's termination date. CitiMortgage will not consider any advance resignation notice in determining the employment termination date for incentive compensation eligibility.

In the event of involuntary termination or disciplinary action for conduct not in accord with CitiMortgage policies and procedures, or upon CitiMortgage's discovery of conduct not in accord with CitiMortgage policies and procedures, the Sales Representative will not be eligible for incentive compensation related to the conduct or cause for the disciplinary action or termination.

In the event of termination of the Sales Representative due to retirement, job discontinuance or death, the Sales Representative or the Sales Representative's estate will be paid on personal volume (if applicable) for loans that were fully credit-approved by the Sales Representative's termination date and that reach Close Date within thirty (30) days of the Sales Representative's termination date.

The Sales Representative acknowledges her/his obligations under applicable CitiMortgage policies and that certain Intellectual Property and Confidential Information Agreement with respect to CitiMortgage proprietary and confidential business information, including that any customer information, databases or lists and the identity of key CitiMortgage personnel (including their performance, qualifications, compensation and value to CitiMortgage) remains CitiMortgage property following any such termination.

Transfer: If the Sales Representative transfers within the CitiMortgage (and its affiliates and subsidiaries) organization, the Sales Representative will be paid for personal volume (if applicable) on loans whose Close Date occurs within 60 days of the effective date of transfer.

Approved Leave Of Absence: During the time of an approved leave of absence under any of CitiMortgage's policies, the Sales Representative will be eligible for incentive compensation on personal volume (if applicable) on loans that were registered prior to the leave of absence that reach their Close Date.

- Only incentive compensation amounts above the draw amount will be paid.
- Draw will be forgivable during disability leave period
- Partial months will be prorated based on time not on LOA for the designated period.

VII. Disclaimer

Nothing contained in the Plan should be construed as a promise of employment for any definite term. Employment is at will, which means that employment may be terminated at any time by either the employee or CitiMortgage for any reason not expressly prohibited by law. Any spoken or written representations contrary to the contents of this Plan shall be void.

Amendment, Suspension and Termination of Plan: CitiMortgage reserves the right to alter, amend, suspend, revise, interpret or discontinue the Plan at any time, in whole or in part, in its sole and exclusive discretion.

This plan is effective January 1, 2005.

Questions: Sales Representatives should direct their questions relative to Plan components to immediate management. A Sales Representative must communicate to the Sales Representative's direct supervisor any question or dispute about any Plan payment immediately and no later than 90 days following receipt of the payment in question and the related commission statement or scorecard. Management should then communicate any questions on payment of compensation or MIS used to calculate these measurements to Compensation & MIS for resolution. Compensation & MIS will research and reconcile any such Plan payment provided that the Sales Representative communicates the question or dispute no later than 90 days following receipt of the payment in question and the related commission statement or scorecard.

VIII. Definitions and Additional Provisions (where applicable):

- Assessment Area:** Bank Trade Areas (BTAs), as defined by CitiMortgage, where bank deposits are taken by bank affiliates of CitiMortgage.
- Close Date:** The date on which incentive compensation is earned for each loan. This is the date the fully-executed and funded loan closing package was received in-house from the closing agent. It is the loan start date on the Servicing System. On CFI the Close Date is the "Loan Close Off" date.
- Concessions:** Rate or cost reductions made to a customer on a loan in accordance with CitiMortgage policies and procedures.
- CRA/LMI Loan:** In order for a loan to qualify as CRA and/or Fair Lending, the following criteria must be met:
1. The loan is HMDA reportable, is within a Citibank Assessment Area and meets one or more of the following criteria:
 - a. The income level of the applicant(s) is less than 80% of the median income of the MSA where the subject property is located.
 - b. The property is located in an LMI Census Tract.
- A loan will be given CRA credit only if CRA credit is awarded to CitiMortgage. The CRA information is obtained from the CRA/LMI report received monthly by the Compensation unit.
- Draw:** An advance against incentive compensation expected to be earned in a given month. For payroll and other purposes, including but not limited to the calculation of disability, any applicable vacation pay and other benefits, the Draw shall be considered base salary or base pay as those terms (or similar terms) are used in applicable policy and benefits plan documents.
- Financial Center:** CBNA Branch
- Forgivable Draw:** The deficit between the incentive compensation for which a Sales Representative becomes eligible during a given month and the monthly Draw amount stated on the ICP form or the Sales Representative's employment offer letter that will not be carried forward to the next month for reimbursement or performance management purposes (the deficit is "forgiven").

Minimum Production Standards: See Incentive Compensation Plan form.

Non-Forgivable Draw: The deficit between the incentive compensation for which a Sales Representative becomes eligible during a given month and the monthly Draw amount stated on the ICP form or the Sales Representative's employment offer letter that will be carried forward to following months for performance management purposes until covered or reimbursed by the Sales Representative (the deficit is not "forgiven").

On-Us Refi Loan: A refinance loan in which the initial loan being paid off was a prior CitiMortgage loan. On-Us Refi Loans include both "cash out" and "rate/term refinances".

Registration Date: The date the loan was registered, excluding pre-applications.

Incentive Compensation Plan Financial Center Lending Consultant - NY

SECTION I. Incentive Compensation Credit Grids

1st Mortgage Volume Credit Grid (see notes below for details)	\$0 - \$749,999	\$750,000 - \$1,249,999	\$1,250,000 - \$1,499,999	\$1,500,000 - \$1,749,999	\$1,750,000 - \$1,999,999	\$2,000,000 - \$2,499,999	\$2,500,000 - \$2,999,999	\$3,000,000+
	bps	bps	bps	bps	bps	bps	bps	bps
	0.004	0.005	0.00625	0.0065	0.00675	0.008	0.00825	0.0085
1st Mortgage Unit Credit Grid (see notes below for details)	1 - 4	5 - 7	8 - 9	10 - 11	12 - 13	14 - 18	17 - 18	20+
	bps	bps	bps	bps	bps	bps	bps	bps
	0.004	0.005	0.00625	0.0065	0.00675	0.008	0.00825	0.0085

SECTION II. Incentive Compensation Grid Notes

- (1) Monthly base salary, paid separate and apart from any incentive compensation awards under this Plan, is guaranteed during your employment regardless of volume.
- (2) Credits will be allocated on monthly closed loans based on the "Closed Date" as defined in accompanying guidelines according to the Volume and Unit Credit Grids above and the exceptions and additional conditions below. Precedence will be given to the credit grid yielding the higher allocation.
- (3) On-Us refinances:
 - A) On-Us refinances whose prior loan was on the books (time period between when the prior loan was closed off the system and when the note was paid off) under 6 months will not be credited.
 - B) On-Us refinances will count towards determining where a LC falls on the Credit Grids, but credits will be allocated using 70% of the Credit Grid bps for purposes of the incentive compensation calculation.
- (4) LC may voluntarily elect to become a SPONSOR LC to a JUNIOR LC for generally one year. Using a team shared approach, the JUNIOR LC and the SPONSOR LC will split credits allowed under this Plan, with the exception of items 4 through 8 in Section III below, as indicated on the election form. Each SPONSOR LC's monthly volume and/or units will include the volume and/or units of both the SPONSOR LC and the JUNIOR LC. The sponsorship agreement must be detailed in writing for the relationship to exist.
- (5) 1st Mortgage Telesales Referrals will be included in total monthly closings used to determine where a LC falls on the Credit Grids above, but actual Telesales Referral credit is allocated separately as described in item 2 in Section III below.
- (6) Debits will be allocated for credit reversals, including but not limited to prior loan or referral reversals, late notification of transactions, and system errors, as well as Concessions which include reductions in the rate or points given to a customer, waivers of any application fees, commitment fees, extended rate lock fees, extension fees, reductions to margins, waivers of third party fees due from customer and any other collectible fees from the customer per the applicable pricing policies published by CitiMortgage Inc.
- (7) Monthly incentive compensation is based on the total credits allocated to the LC based on the conditions set forth in this Plan and the accompanying guidelines, less any debits and to the extent such calculated amount exceeds the LC's base salary for the month and/or other salary-related compensation such as short-term disability and bridge payments. Under no circumstances shall a LC earn or be eligible to receive any awards or payments under this incentive compensation plan unless and until the incentive compensation calculation is made and the LC meets all other conditions for receipt of such incentive compensation. If an LC's month end net position is negative, the deficit will not be carried forward into future months.
- (8) Credits for Construction loans will be allocated using 35 bps for initial construction close and 35 bps for final permanent close. Construction loans will not count towards determining where a LC falls on the Credit Grids.
- (9) 2nd Mortgage initial Draw amount will be included in monthly closings used to determine where a LC falls on the 1st Mortgage Volume Credit Grid above, but actual 2nd Mortgage credit is allocated separately as described in Section III below. NOTE: 2nd Mortgage units will not be used to determine where the LC falls on the 1st Mortgage Unit Credit Grid above.
- (10) A minimum \$500 credit will be allocated for each 1st Mortgage CRA/LMI Loan (excluding Telesales Referrals). Additional credits for CRA/LMI and Credit Score/Expanded Product/EA program loans (described in Section III below) will be considered before determining if the minimum credit applies. Precedence will be given to the calculation grid yielding the higher allocation.

SECTION III. Additional Incentive Compensation Credits

- (1) 1st Mortgage CRA/LMI Loans will be allocated additional credits in the amount of 10 bps over the Credit Grid amount. These additional credits will only be allocated if the additional 10 bps credit for low credit score/Expanded Product/EA program loans (as specified below) is not already used in the incentive compensation calculation. CitiMortgage, Inc. must receive CRA/LMI credit in order for the LC to qualify for these additional incentive compensation credits. See Administration Guidelines for qualification criteria.
- (2) Telesales Referrals: LCs will be allocated credits in the amount of 10 bps for each Referral to the Telesales unit that closes.
- (3) 2nd Mortgage closed loans:
 - Credits for Non-Standalone HELOCs (defined as Product Types of OESA, OHEL, XFESA) and Non-Standalone FRHEs (defined as OSTR, OFRA, XFRRH) will be allocated on the initial Draw amount as follows:

Combo Credit Grid:	1-2 units	3+ units
BPS Credit on DRAW Amount	10 bps	65 bps
Standalone Credit Grid:	1-2 units or < \$500,000 in Standalone volume	3+ units or \$500,000+ in Standalone volume
BPS Credit on LINE Amount	15 bps	30 bps

NOTE: LC must enter the "H" Note into system before the 1st Mortgage Close Date in order to be allocated credits for a combo HELOC.

- (4) EBP: LCs are eligible to receive a 15 bps credit on closed loans from the assigned CMI Benefit Company for 3 years from Benefit Company sign-up. EBP loan volume or units will not be considered in determining where a LC falls in the Volume or Unit Credit Grids above.
- (5) Home Rebate Cards: LCs are eligible to receive a \$25 credit for each referred Home Rebate Card that passes company validation.
- (6) Citigold: LCs are eligible to receive \$50 credit for each referred Citigold account that passes company validation as a new account where another account does not exist.
- (7) Checking Accounts: LCs are eligible to receive \$30 credit for each referred checking account that passes company new account validation where another account doesn't exist.
- (8) Commercial Bank Referrals: LCs are eligible to receive 5 bps credit for referred Real Estate Loans and 5 bps credit for referred Initial Depository Relationships. Loan volume or units will not be considered in determining where a LC falls in the Volume or Unit Credit Grids above.
- (9) 1st Mortgage closings that close off the system on or after 2/1/07, have a credit score equal to or less than 619, and utilizing either the Expanded Product program set (as referenced in the MOP & MPW credit policy) or the EA I, II, III programs will be allocated 30 bps over the Credit Grid bps amount.

Monthly Incentive Compensation Calculation Example:

LC's personal achievements:

- (1) 9 1st Mortgage with closed-off dates within given month (8 purchase loans totaling \$1,810,540 and 1 On-Us refinance for \$200,000)
- (2) 1 of the 9 loans is a \$75,000 CRA/LMI Loan. Additional 10 bps credit applies only if on the monthly CRA/LMI Report and low credit score/Expanded Product/EA program loan. 30 bps credit was not used in the calculation.
- (3) 1 Telesales Referral totaling \$436,800.
- (4) 1 HELOC with an initial Draw amount of \$75,000 and "H" Note was entered before the 1st Mortgage Close Date.
- (5) LC referred 2 checking accounts that passed new account validation.
- (6) 1 loan shows a concession rate of 0.00125 and its loan amount is \$140,000.

		Credit	Debit	Credit - Debit Subtotal	Guaranteed Monthly Salary	Month-End Incentive Compensation Award
1st Mortgage purchases	\$1,810,540 x .00625 =	\$11,315.88				
1st Mortgage refinance	\$200,000 x .004375 =	\$875.00				
CRA/LMI Loan on monthly report	\$75,000 x .0010 =	\$75.00				
Telesales Referral	\$436,800 x .0010 =	\$436.80				
HELOC (LC referred timely "H" note)	\$75,000 x .0040 =	\$300.00				
Checking Account	2 @ \$35 =	\$70.00				
Concession			\$181.25			
		\$13,072.68	\$181.25	\$12,891.43	\$2,324.00	\$10,567.43

SECTION IV. Other Provisions

CitiMortgage reserves the right to alter, amend, suspend, revise, interpret or discontinue the Plan at any time, in whole or in part, in its sole and exclusive discretion. I acknowledge receipt of the Incentive Compensation Plan and understand its terms and conditions. This Plan is effective February 1, 2007, and will continue to be in force and effect until any such alterations, amendments, suspensions, revisions or interpretations are made, or until discontinuation of the plan. All loans closed after the effective date will be subject in the Plan outlined above and to the accompanying guidelines.

Signature/Date

Print NAME

CitiMortgage, Inc.
2006
Sales Representative
Incentive Compensation Plan Document and
Administration Guidelines

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The Plan provides an incentive opportunity for meeting key business targets.

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Approved Leave Of Absence: During the time of an approved leave of absence under any of CitiMortgage's policies, the Sales Representative will be eligible for incentive compensation on personal volume (if applicable) on loans that were registered prior to the leave of absence that reach their Close Date.

- ñ Only incentive compensation amounts above the draw amount will be paid.
- ñ Draw will be forgivable during disability leave period
- ñ Partial months will be prorated based on time not on LOA for the designated period.

VII. Disclaimer

Nothing contained in the Plan should be construed as a promise of employment for any definite term. Employment is at will, which means that employment may be terminated at any time by either the employee or CitiMortgage for any reason not expressly prohibited by law. Any spoken or written representations contrary to the contents of this Plan shall be void.

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VIII. Definitions and Additional Provisions (where applicable):

- Assessment Area:** Bank Trade Areas (BTAs), as defined by CitiMortgage, where bank deposits are taken by bank affiliates of CitiMortgage.
- Close Date:** The date on which incentive compensation is earned for each loan. This is the date the fully-executed and funded loan closing package was received in-house from the closing agent. It is the loan start date on the Servicing System. On CFI the Close Date is the "Loan Close Off" date.
- Concessions:** Rate or cost reductions made to a customer on a loan in accordance with CitiMortgage policies and procedures.
- CRA/LMI Loan:** In order for a loan to qualify as CRA and/or Fair Lending, the following criteria must be met:
1. The loan is HMDA reportable, is within a Citibank Assessment Area and meets one or more of the following criteria:
 - a. The income level of the applicant(s) is less than 80% of the median income of the MSA where the subject property is located.
 - b. The property is located in an LMI Census Tract.
- A loan will be given CRA credit only if CRA credit is awarded to CitiMortgage. The CRA information is obtained from the CRA/LMI report received monthly by the Compensation unit.
- Financial Center:** CBNA Branch
- Minimum Production Standards:** See Incentive Compensation Plan form.
- On-Us Refi Loan:** A refinance loan in which the initial loan being paid off was a prior CitiMortgage loan. On-Us Refi Loans include both "cash out" and "rate/term refinances".
- Registration Date:** The date the loan was registered, excluding pre-applications.

Draw: Funds advanced to the Sales Representative against incentive compensation (commissions) for which the Sales Representative may become eligible in a given month. Commissions for which the Sales Representative may become eligible in excess of the monthly Draw, less possible prior deficits, losses and other recoverable funds, are payable to the Sales Representative.

Forgivable Draw: During the forgivable draw period, any **deficit or shortfall** between the commissions for which a Sales Representative becomes eligible during a given month and the monthly Draw amount stated on the ICP form or the Sales Representative's employment offer letter **will not** be carried forward to the next month for reimbursement from future commissions and/or for performance management purposes. In the forgivable draw period, the deficit is forgiven.

Non-forgivable Draw: During the non-forgivable draw period, any **deficit or shortfall** between the commissions for which a Sales Representative becomes eligible during a given month and the monthly Draw amount stated on the ICP form or the Sales Representative's employment offer letter **will** be carried forward to the next month for reimbursement from future commissions and/or for performance management purposes. In the non-forgivable draw period, the deficit is not forgiven.

Draw Examples:

Forgivable draw period:

Commissions:	\$1800
Draw paid:	<u>-\$2000</u>
Sales Representative's net position:	- \$200
Deficit:	\$200
The following month's "prior deficit" =	\$0 (Deficit is forgiven)

The Sales Representative must earn in excess of \$2000 draw in commissions to cover the following month's draw before the Sales Representative becomes eligible for payment of additional commissions.

Non-forgivable draw period:

Commissions:	\$1800
Draw paid:	<u>-\$2000</u>
Sales Representative's net position:	- \$200
Deficit:	\$200
The following month's "prior deficit" =	-\$200

The Sales Representative must earn in excess of \$2000 draw plus the \$200 prior deficit in commissions to cover the following month's draw and prior deficit before the Sales Representative becomes eligible for payment of additional commissions.

For payroll and other specified purposes including but not limited to disability pay, any applicable vacation pay and other benefits, the **Draw** shall be considered base salary or base pay as those terms (or similar terms) are used in applicable policy and benefits plan documents.

**Incentive Compensation Plan
 Financial Center Lending Consultant - NY**

SECTION I. Incentive Compensation Credit Grids

LC Mortgage Volume Credit Grid (see notes below for details)	\$0 - \$149,999	\$150,000 - \$1,249,999	\$1,250,000 - \$1,499,999	\$1,500,000 - \$1,749,999	\$1,750,000 - \$1,999,999	\$2,000,000 - \$2,499,999	\$2,500,000 - \$2,999,999	\$3,000,000+
	bps	bps	bps	bps	bps	bps	bps	bps
	0.004	0.005	0.0055	0.006	0.0065	0.007	0.0075	0.008

1st Mortgage Unit Credit Grid (see notes below for details)	1 - 4	5 - 7	8 - 9	10 - 11	12 - 13	14 - 16	17 - 19	20+
	bps	bps	bps	bps	bps	bps	bps	bps
	0.004	0.005	0.0055	0.006	0.0065	0.007	0.0075	0.008

SECTION II. Incentive Compensation Grid Notes

- (1) Monthly base salary, paid separate and apart from any incentive compensation awards under this Plan, is guaranteed during your employment regardless of volume.
- (2) Credits will be allocated on monthly closed loans based on the "Closed Date" as defined in accompanying guidelines according to the Volume and Unit Credit Grids above and the exceptions and additional conditions below. Precedence will be given to the credit grid yielding the higher allocation.
- (3) On-Us refinances:
 - A) On-Us refinances whose prior loan was on the books (time period between when the prior loan was closed off the system and when the note was paid off) under 6 months will not be credited.
 - B) On-Us refinances will count towards determining where a LC falls on the Credit Grids, but credits will be allocated using 70% of the Credit Grid bps for purposes of the incentive compensation calculation.
- (4) LC may voluntarily elect to become a SPONSOR LC to a JUNIOR LC for generally one year. Using a team shared approach, the JUNIOR LC and the SPONSOR LC will split credits allowed under this Plan, with the exception of items 4 through 8 in Section III below, as indicated on the election form. Each SPONSOR LC's monthly volume and/or units will include the volume and/or units of both the SPONSOR LC and the JUNIOR LC. The sponsorship agreement must be detailed in writing for the relationship to exist.
- (5) 1st Mortgage Telesales Referrals will be included in total monthly closings used to determine where a LC falls on the Credit Grids above, but actual Telesales Referral credit is allocated separately as described in item 2 in Section III below.
- (6) Debits will be allocated for credit reversals, including but not limited to prior loan or referral reversals, late notification of transactions, and system errors, as well as Concessions which include reductions in the rate or points given to a customer, waivers of any application fees, commitment fees, extended rate lock fees, extension fees, reductions to margins, waivers of third party fees due from customer and any other collectible fees from the customer per the applicable pricing policies published by Citimortgage Inc.
- (7) Monthly incentive compensation is based on the total credits allocated to the LC based on the conditions set forth in this Plan and the accompanying guidelines, less any debits, and to the extent such calculated amount exceeds the LC's base salary for the month and/or other salary-related compensation such as short-term disability and bridge payments. Under no circumstances shall a LC earn or be eligible to receive any awards or payments under this incentive compensation plan unless and until the incentive compensation calculation is made and the LC meets all other conditions for receipt of such incentive compensation. If an LC's month end net position is negative, the deficit will not be carried forward into future months.
- (8) Credits for Construction loans will be allocated using 35 bps for initial construction close and 35 bps for final permanent close. Construction loans will not count towards determining where a LC falls on the Credit Grids.
- (9) 2nd Mortgage initial Draw amount will be included in monthly closings used to determine where a LC falls on the 1st Mortgage Volume Credit Grid above; but, actual 2nd Mortgage credit is allocated separately as described in Section III below. NOTE: 2nd Mortgage units will not be used to determine where the LC falls on the 1st Mortgage Unit Credit Grid above.
- (10) A minimum \$500 credit will be allocated for each 1st Mortgage CRA/LMI Loan (excluding Telesales Referrals). Additional credits for CRA/LMI and Credit Score/Expanded Product/EA program loans (described in Section III below) will be considered before determining if the minimum credit applies. Precedence will be given to the calculation grid yielding the higher allocation.

SECTION III. Additional Incentive Compensation Credits

- (1) 1st Mortgage CRA/LMI Loans will be allocated additional credits in the amount of 10 bps over the Credit Grid amount. These additional credits will only be allocated if the additional 30 bps credit for low credit score/Expanded Product/EA program loans (as specified below) is not already used in the incentive compensation calculation. Citimortgage, Inc. must receive CRA/LMI credit in order for the LC to qualify for these additional incentive compensation credits. See Administration Guidelines for qualification criteria.
- (2) Telesales Referrals: LCs will be allocated credits in the amount of 10 bps for each Referral to the Telesales unit that closes.
- (3) 2nd Mortgage closed loans:
 - Credits for Non-Standalone HELOCs (defined as Product Types of OESA, OHELOC, XFESA) and Non-Standalone FRHELOCs (defined as OSTR, OFRAF, XFRH) will be allocated on the initial Draw amount as follows:

Combo Credit Grid:	1-2 units	3+ units
EBP Credit on DRAW Amount	40 bps	65 bps

Standalone Credit Grid:	Number of Units or Volume Booked
EBP Credit on LINE Amount	1-2 units or < \$800,000 in Standalone volume: 15 bps 3+ units or \$800,000+ in Standalone volume: 30 bps

NOTE: LC must enter the "H" Note into system before the 1st Mortgage Close Date in order to be allocated credits for a combo HELOC

- (4) EBP: LCs are eligible to receive a 10 bps credit on closed loans from the assigned CMI Benefit Company for 3 years from Benefit Company sign-up. EBP loan volume or units will not be considered in determining where a LC falls in the Volume or Unit Credit Grids above.
- (5) Home Rebate Cards: LCs are eligible to receive a \$25 credit for each referred Home Rebate Card that passes company validation.
- (6) Citigold: LCs are eligible to receive \$50 credit for each referred Citigold account that passes company validation as a new account where another account does not exist.
- (7) Checking Accounts: LCs are eligible to receive \$35 credit for each referred checking account that passes company new account validation where another account doesn't exist.
- (8) Commercial Bank Referrals: LCs are eligible to receive 5 bps credit for referred Real Estate Loans and 5 bps credit for referred Initial Depository Relationships. Loan volume or units will not be considered in determining where a LC falls in the Volume or Unit Credit Grids above.
- (9) 1st Mortgage closings that close off the system on or after 2/1/07, have a credit score equal to or less than 619, and utilizing either the Expanded Product program set (as referenced in the MOP & MPM credit policy) or the EA I, II, III programs will be allocated 30 bps over the Credit Grid bps amount.

Monthly Incentive Compensation Calculation Example:

- LC's personal achievements:
- (1) 9 1st Mortgage with closed-off dates within given month (8 purchase loans totaling \$1,810,540 and 1 On-Us refinance for \$200,000)
 - (2) 1 of the 9 loans is a \$75,000 CRA/LMI Loan. Additional 10 bps credit applies only if on the monthly CRA/LMI Report and low credit score/Expanded Product/EA program loan 30 bps credit was not used in the calculation
 - (3) 1 Telesales Referral totaling \$436,800
 - (4) 1 HELOC with an initial Draw amount of \$75,000 and "H" Note was entered before the 1st Mortgage Close Date
 - (5) LC referred 2 checking accounts that passed new account validation
 - (6) 1 loan shows a concession rate of 0.00125 and its loan amount is \$145,000

		Credits	Debits	Credit - Debit Subtotal	Guaranteed Monthly Salary	Month-End Incentive Compensation Award
1st Mortgage Purchases:	\$1,810,540 x .00825 =	\$11,166.88				
1st Mortgage refinance:	\$200,000 x .00475 =	\$950.00				
CRA/LMI Loan on monthly report:	\$75,000 x .0010 =	\$75.00				
Telesales Referral:	\$436,800 x .0010 =	\$436.80				
HELOC (LC entered timely "H" note):	\$75,000 x .0040 =	\$300.00				
Checking Account:	2 @ \$35 =	\$70.00				
Concession:			\$181.25			
		\$13,072.88	\$181.25	\$12,891.63	\$2,324.00	\$10,567.63

SECTION IV. Other Provisions

Citimortgage reserves the right to alter, amend, suspend, revise, interpret or discontinue the Plan at any time, in whole or in part, in its sole and exclusive discretion. I acknowledge receipt of the Incentive Compensation Plan and understand its terms and conditions. This Plan is effective February 1, 2007, and will continue to be in force and effect until any such alterations, amendments, suspension, revisions or interpretations are made, or until discontinuation of the plan. All loans closed after the effective date will be subject to the Plan outlined above and to the accompanying guidelines.

Signature/Date

Print NAME

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CitiMortgage, Inc.
Incentive Compensation Plan Document and Administrative Guidelines
Lending Consultant

I. Introduction

This document and the related incentive compensation plan outline the operation, guidelines, and administration of the Lending Consultant Incentive Compensation Plan (the "Plan"). The Plan supersedes all prior incentive compensation or commission programs and any related communications.

II. Objective

The Plan provides an incentive opportunity for meeting key business targets.

III. Eligibility

All Lending Consultants are eligible to participate in his or her designated Plan. Lending Consultants eligible for the Plan will not be eligible for an IPA (Individual Performance Award) or merit increase.

IV. Administration

The Plan will be administered jointly by Compensation & MIS and Human Resources. The Plan will periodically be reviewed in light of changing business circumstances. In such event, volume goals, revenue targets or other features or provisions of the Plan may be adjusted and communicated accordingly. Changes will normally be communicated thirty (30) days prior to implementation, but in some circumstances may take effect in less time.

V. Plan Components

The Plan provides an incentive compensation opportunity as described in the Incentive Compensation Plan form distributed by CitiMortgage management. Any incentive compensation will typically be awarded up to one month after the end of the designated period.

Subject to other conditions as set forth in this document and the related Incentive Compensation Plan, Lending Consultants will be eligible to receive incentive compensation for a loan only when a loan is fully executed and funded and reaches its "Close Date" defined in Section VIII

VI. Additional Provisions

Performance Management: Performance Management may be initiated at the discretion of management. Lending Consultant performance that falls below the target ranges for performance and production may result in the corrective action process. These include but are not limited to failure to exercise sound decision-making and judgment; misconduct; failure to be available to customers or to otherwise carry out the duties of a Lending Consultant; regulatory and compliance violations; failure to meet monthly registration and/or closed loan standards; failure to obtain travel and entertainment expense pre-approval; failure to adhere to promotion and cross-selling guidelines; customer service related issues; and issues related to product knowledge, comprehension and application.

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Termination: In the case of voluntary termination, retirement, job discontinuance, death, involuntary termination not for reasons described below, or resignation for any reason, the Lending Consultant or the Lending Consultant's estate will only be credited for personal volume (if applicable) on loans that were Fully Credit-Approved by the Lending Consultant's termination date and that close within thirty (30) days of the Lending Consultant's termination date. CitiMortgage will not consider any advance resignation notice in determining the employment termination date for incentive compensation eligibility.

In the event of involuntary termination or disciplinary action for negligent conduct not in accord with CitiMortgage policies and procedures, or upon CitiMortgage's discovery of negligence, the Lending Consultant will not be credited for loans that related to the conduct or cause for the disciplinary action or termination that results in subsequent reversal or cancellation of the transaction.

The Lending Consultant acknowledges her/his obligations under applicable CitiMortgage policies and agrees to abide by CitiMortgage Intellectual Property and Confidential Information Agreement with respect to CitiMortgage proprietary and confidential business information, including that any customer information, databases or lists and the identity of key CitiMortgage personnel (including their performance, qualifications, compensation and value to CitiMortgage) remains CitiMortgage property following any termination.

Transfer: If the Lending Consultant transfers within the CitiMortgage (and its affiliates and subsidiaries) organization, the Lending Consultant will only be credited for personal volume (if applicable) on loans that were Fully Credit-Approved prior to the effective date of transfer and that close within sixty (60) days of the effective date of transfer.

Approved Leave Of Absence: During the time of an approved leave of absence under any of CitiMortgage's policies, the Lending Consultant will be credited for personal volume (if applicable) on loans that were Fully Credit-Approved prior to the leave of absence that reach their Close Date. If employment terminates while the Lending Consultant is on a leave of absence, credit will be determined based on the termination rules above.

Under no circumstances will monthly incentive compensation be awarded if it does not exceed the Lending Consultant's guaranteed base salary and/or other salary-related compensation such as short-term disability and bridge payments.

VII. Disclaimer

Nothing contained in the Plan should be construed as a promise of employment for any definite term. Employment is at will, which means that employment may be terminated at any time by either the employee or CitiMortgage for any reason not expressly prohibited by law. Any spoken or written representations contrary to the contents of this Plan shall be void.

Amendment, Suspension and Termination of the Plan: CitiMortgage reserves the right to alter, amend, suspend, revise, interpret or discontinue the Plan at any time, in whole or in part, in its sole and exclusive discretion.

This plan is effective February 1, 2007, and will continue to be in force and effect until any such alterations, amendments, suspension, revisions or interpretations are made, or until discontinuation of the plan.

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Questions: Lending Consultants should direct their questions relative to Plan components to immediate management. A Lending Consultant must communicate to the Lending Consultant's direct supervisor any question or dispute about any Plan payment immediately and no later than 90 days following receipt of the payment in question and the related incentive compensation statement or scorecard. A manager who determines that there is a compensation issue should then communicate any questions on payment of compensation or MIS used to calculate these measurements to Compensation & MIS for resolution. Compensation & MIS will research and reconcile any such Plan payment provided that the Lending Consultant communicate the question or dispute to the supervisor no later than 90 days following receipt of the payment in question and the related incentive compensation statement or scorecard

VIII. Definitions and Additional Provisions (where applicable):

Base Salary: A guaranteed, pre-determined amount paid by the payroll department during your employment, regardless of volume.

Calculation of Incentive Compensation Awards Monthly Incentive Compensation is based on the total credits allocated to the Lending Consultant based on the guidelines and conditions set forth in this document and the Incentive Compensation Plan, less any debits as outlined in this document and the Incentive Compensation Plan, and to the extent such calculated amount exceeds the Lending Consultant's base salary for the month and/or other salary-related compensation such as short-term disability and bridge payments. Under no circumstances shall a Lending Consultant earn or be eligible to receive any payments or awards under this incentive compensation plan unless and until the incentive compensation calculation is made and the Lending Consultant meets all other conditions for receipt of such Incentive compensation

Close Date: This is the date the fully executed and funded loan closing package was received in-house from the closing agent. It is the loan start date on the Servicing System. On CFI, the Close Date is the "Loan Close Off" date.

Concessions: Rate and pricing loan concessions are defined as reductions in the rate or points given to a customer either during the Lock process or any time before closing. Rate or points include all applicable pricing adjusters. Concessions also include waivers of any application fees, commitment fees, extended rate lock fees, extension fees, reductions to margins, waivers of third party fees due from customer and any other collectible fees from the customer per the applicable pricing policies published by CitiMortgage Inc. In case of Construction Lending loans concessions include any rate reductions given during the construction phase as well as the permanent phase

Notes regarding concessions:

Loan concessions must be used with discretion and are strictly a competitive tool. Loan concessions are granted **only** in response to a customer-initiated request. Lending Consultants may approach their managers with concession requests. CitiMortgage management reserves the right to approve or decline any request for

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Concessions (con't): concessions to be absorbed by the channel

A Lending Consultant may grant rate / points concessions using concession codes and such concessions will be considered debits in the calculation of incentive compensation. It is the responsibility of the Lending Consultant to ensure that the concession codes are accurately recorded on the loan prior to the loan closing. No changes will be permissible after the loan has closed. The following concession codes are currently available in the origination system if the Lending Consultant exercises his or her discretion to grant a concession:

Points Adjustors

LOPTS1 Loan Consultant .125
LOPTS2 Loan Consultant .250
LOPTS3 Loan Consultant .375
LOPTS4 Loan Consultant .500
LOPTS5 Loan Consultant .625
LOPTS6 Loan Consultant .750
LOPTS7 Loan Consultant .875
LOPTS8 Loan Consultant 1.00

Example: Cost of point adjustor LOPTS1 is computed as Loan Amount * .125/100 and LOPTS2 is computed as Loan Amount * .250/100

Rate Adjustors

LORTE1 Loan Consultant Rate .125
LORTE2 Loan Consultant Rate .250

Example: Cost of rate adjustor LORTE1 is computed as Loan Amount * .125 X 3 /100 (where 3 is the rate to points multiple).

Each month, the Compensation & MIS department will calculate incentive compensation by accounting for the amount of Lending Consultant concession codes used on closed loans (rate to point conversions are based on standard formula by product). Concessions will be considered debits in the calculation of incentive compensation. Concessions will count as debits without regard to whether or not the Lending Consultant receives credit for the associated loan.

Concessions in the form of fee waivers listed in the first paragraph above will also be considered debits in the calculation of incentive compensation unless email approval or other forms of formal approval from their respective managers is noted / documented in the notes section of the origination system prior to loan closing. Area Manager and Financial Center concessions must be appropriately approved in the system based on existing guidelines. It is the Lending Consultant's responsibility to make sure that all needed

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Concessions (con't): approvals have been completed in the system prior to closing.
Lending Consultants must direct all questions regarding concessions to his or her immediate supervisor.

CRA/LMI Loan: In order for a loan to qualify as CRA/LMI, the following criteria must be met:

1. The loan is HMDA reportable, is within a Citibank Assessment Area and meets one or more of the following criteria:
 - a. The income level of the applicant(s) is less than 80% of the median income of the MSA where the subject property is located.
 - b. The property is located in an LMI Census Tract.

A loan will be given CRA credit only if CRA credit is awarded to Citimortgage. The CRA information is obtained from the CRA/LMI report received monthly by the Compensation & MIS department.

Credits: Credits allocated to Lending Consultants based on the guidelines and conditions set forth in this document and the Incentive Compensation Plan.

Debits: Debits will be allocated for credit reversals, including but not limited to prior loan or referral reversals, late notification of transactions, and system errors, as well as Concessions which include reductions in the rate or points given to a customer, waivers of any application fees, commitment fees, extended rate lock fees, extension fees, reductions to margins, waivers of third party fees due from customer and any other collectible fees from the customer per the applicable pricing policies published by Citimortgage Inc

Under no circumstance shall a Lending Consultant be allocated or maintain credit where the loan is not closed or is subsequently reversed for any reason.

Example: If a Lending Consultant's base salary paid during the given month is \$2,000, the Lending Consultant's credits for the month are \$2,150, and the Lending Consultant made the decision to agree to \$250 in concessions, the Lending Consultant will receive \$2,000 in guaranteed salary for the month and will be awarded no incentive compensation for the month. The \$100 net negative position will not be carried forward.

Draw: The portion of the 2nd mortgage line of credit (Line) amount that is initially utilized/borrowed.

Financial Center: CBNA Branch

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Fully-Credit Approved Date: This is the full and final approval date of record in which all credit approval requirements have been met. This date is specifically recorded as the "Approval Date" on the data warehouse file.

On-Us Refi Loan: A refinance loan in which the initial loan being paid off was a prior CitiMortgage loan.

Performance Standards: In addition to performance issues set forth in Section VI above, performance management may be initiated if the Lending Consultant does not meet the performance standards for the position including but not limited to the following:

Registrations: A Lending Consultant must register 4 loans per month in his or her second through fourth months in the Lending Consultant position. Starting in the fifth month, a Lending Consultant must have 6 net registrations.

Closed Loans: A Lending Consultant must close 4 loans per month beginning in his or her fifth month in the Lending Consultant position.

Travel and Entertainment (T&E) Expenditures: A Lending Consultant must receive management pre-approval for monthly business expenses exceeding \$250.

Registration Date: The date the loan was registered, excluding pre-application.

Telesales Referral: A closed loan that was correctly referred to the Telesales unit. The Loan Consultant must be shown as the secondary Loan Consultant of record on the system in order to receive credit for the referral.

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**CitiMortgage, Inc.
Incentive Compensation Plan
Lending Consultant**

Incentive Compensation Plan ("Plan") materials include the following:

Incentive Compensation Plan (1 page attached)

Incentive Compensation Plan Document and Administration Guidelines

This Plan is effective February 1, 2007.

I acknowledge receipt of the Plan materials identified above and understand the terms and conditions of the Plan. Please sign this form along with the compensation plan and return to your immediate supervisor.

Tara Ramiere
Name (please print)

Lending Consultant
Title

[Signature]
Signature

3/9/07
Date